

DOCKET NO. 3:13-cv-00692-MOC-DSC

**EMERALD PERFORMANCE MATERIALS,)
LLC,)**

Plaintiff,)

Vs.)

RECYCLING SOLUTIONS, LLC,)

Defendant.)

DEFAULT JUDGMENT

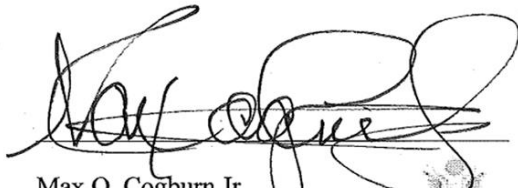
THIS MATTER having come before the court for default judgment and it appearing that default was properly entered by the Clerk of this Court, and that since entry of default defendant has not appeared or moved to set aside default, and that plaintiff has shown by way of affidavit that it is entitled to a sum certain from defendant, to wit, \$99,250.00, with prejudgment interest¹ thereupon accruing at the North Carolina judgment rate of 8% since the date of breach, April 13, 2013, N.C.Gen.Stat. §24-1, to the date of this judgment, May 28, 2014, which amounts to \$8,918.90 in interest, and with post-judgment interest thereupon accruing on the total judgment of \$108,168.90 at the federal judgment rate, Forest Sales Corp. v. Bedingfield, 881 F.2d 111 (4th Cir. 1989),

The court has determined that prejudgment interest, while discretionary in federal court, is appropriate in this case as plaintiff lost use of funds that were clearly due and owing to it from the date of breach and during the pendency of this action. *Quesinberry v. Life Ins. Co. of North America*, 987 F.2d 1017 (4th Cir. 1993). Further, North Carolina law, which governs prejudgment interest in diversity cases, 28 U.S.C. 1961(a), requires prejudgment interest from the date of breach in contract actions. N.C.Gen.Stat. § 24-5(a). Prejudgment interest under North Carolina law appears to run as simple interest as North Carolina does not allow “interest on interest.” *NCNB v. Robinson*, 80 N.C.App. 154 (1986).

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED that plaintiff's Motion for Default Judgment (#8) is granted, and **JUDGMENT** is **ENTERED** in favor of plaintiff and against defendant in the amount of **\$108,168.90** (which sum includes prejudgment interest on the sum certain owed), with post-judgment thereupon accruing at the lawful federal judgment rate, and

This action is otherwise **DISMISSED**.

Signed: May 28, 2014



Max O. Cogburn Jr.
United States District Judge